

Subject: SC ORS Response-Complaint Against Access Point

From: "Peebles, Jamie" <jpeebles@regstaff.sc.gov>

Date: 5/21/2014 8:29 AM

To: Mark Kothe <mark@telelinkconsulting.com>

CC: "Chanda.DuPaul@accesspointinc.com" <Chanda.DuPaul@accesspointinc.com>

Mr. Kothe,

The SC Office of Regulatory Staff (ORS) has received a response from Access Point Inc. regarding your complaint.

In your complaint you state that in 2010 Honeywell (now owned by Fram Group) requested that Access Point terminate telephone services. Access Point has acknowledged receiving this request, and has acknowledged that they did not act on it. In their response they state that their position that only the fees within 60 days of the date which charges are first disputed can be refunded is based on their tariff language below.

So. Carolina Tariff No. 5 :

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 60 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer.

However, the ORS finds that this language is not applicable in this case for three reasons.

First: Under PSC regulation 103- 623.2, a consumer who is inadvertently overcharged can request a refund for the full time period for which they were overcharged, provided that time period is within the statute of limitations. In this case the statute of limitations would be the three years preceding the date which you first disputed the charges.

Second: The tariff language states that this clause only applies to payment for service. As no service was rendered for these payments, this clause would not apply.

Third: a tariff only applies to a company's customers. As you should have no longer been a customer of Access Point after the time which they received your request for termination of services, the tariff would not apply for any charges going forward, and PSC regulation 103-623.2 would, again, apply.

Based on these facts, the ORS has determined in this case that Access Point should refund all charges from November 2010 to the time upon which services were terminated in October 2013. If Access Point is unwilling to offer a refund for this time frame, you have the option to continue to pursue this matter by filing a complaint at the SC Public Services Commission. You can submit a claim electronically or find the printable form at <http://www.psc.sc.gov/consumerinfo/Pages/FileAComplaint.aspx>.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jamie Peebles

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